

Exhibit A
Farmers Bank Escrow Agreement

FARMERS BANK ESCROW AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into as of this 11th day of October, 2002, by and among STG Media, a Florida limited liability Company ("STG"), and S. Hershel Lake, Geraldine Vaughn Lake, Steven C. Lake, and David C. Lake (collectively, the "Shareholders"), who constitute all of the Shareholders of Pulaski Broadcasting, Inc. a Tennessee, corporation ("PBI"), (collectively, the "Parties") and First Farmers and Merchants Bank, Pulaski, Tennessee (the "Escrow Agent").

WITNESSETH

WHEREAS, STG, the Shareholders and PBI have entered into an Option Agreement concurrent with this Escrow Agreement (the "Agreement") pursuant to which the Shareholders have given STG an Option to purchase the shares of PBI, licensee of FM Radio Broadcast Station WKSJ, 98.3 MHz, Facility Identification Number 53875;

WHEREAS, one of the conditions of the Option Agreement requires STG to deposit certain sums with the Escrow Agent; and

WHEREAS, STG, the Shareholders and PBI desire that the Escrow Agent hold, subject to this Escrow Agreement, certain monies in escrow.

A G R E E M E N T S

NOW, THEREFORE, in consideration of the respective representations, warranties, agreements, mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and Escrow Agent, intending to be legally bound, agree as follows:

1. Appointment of Escrow Agent. The Parties designate and appoint First Farmers and Merchants Bank to act as Escrow Agent, and such Escrow Agent hereby accepts such appointment on the terms and conditions hereof

2. Deposit of Funds. STG shall deposit with the Escrow Agent the sum of Two Hundred Thousand Dollars (\$200,000.00) ("Escrow Principal") within five (5) business days after execution of the Escrow Agreement, by wire transfer from STG to the Escrow Agent. The Escrow Principal shall be deposited into an interest bearing account, including, but not limited to, a money market mutual fund operated and administered by the Escrow Agent.

3. Procedures for Disposition of Funds. The Parties do hereby agree that the Escrow Agent shall not release any of the Escrow Principal, including the interest or earnings thereon (the "Escrow Fund"), except as follows:

(a) Upon receipt by Escrow Agent of written instructions signed by both Parties which directs the Escrow Agent to disburse the Escrow Fund in accordance with such instructions.

(b) Upon receipt of written instructions from the Shareholders notifying the Escrow Agent that STG is in default of the Agreement and authorizing disbursement as detailed herein, Escrow Agent shall disburse the Escrow Funds, by cashier's check or wire transfer to the Shareholders.

(c) Upon receipt of written instructions from STG notifying the Escrow Agent that the Shareholders are in default of the Agreement and authorizing disbursement as detailed herein, Escrow Agent shall disburse the Escrow Funds, by cashier's check or wire transfer to STG.

(d) Manner of Requesting Disposition of the Escrow Fund. No party hereto shall request any disposition of the Escrow Fund except in a writing to the Escrow Agent, a copy of which shall be simultaneously delivered by the requesting party to the other Party hereto by a means no slower than the means by which the writing was delivered to the Escrow Agent. Such delivery to the other Party shall be certified by the requesting Party to the Escrow Agent in its request for disposition of the Escrow Fund.

(e). Objections. If any party hereto upon receipt of notice that another party hereto has requested that any of the Escrow Fund be released from escrow, objects to such request, the objecting party shall deliver written notice of such objection to the Escrow Agent and to the other party hereto for delivery not later than ten (10) business days after the Escrow Agent received the request for release of such Escrow Fund. Such objection shall be handled by the Escrow Agent in accordance with Section 4 below. In the event that Escrow Agent receives no objection within such ten (10) business day period, then the Escrow Agent shall release the Escrow Fund as requested.

4. Conflicting Requests. In the event that Escrow Agent receives conflicting requests, notices, objections or instructions from STG and the Shareholders with respect to any matter governed by this Escrow Agreement, Escrow Agent, in its discretion, may do either or both of the following:

(a) Cease Further Performance. Escrow Agent may immediately cease further performance of this Escrow Agreement, other than the duty to maintain the Escrow Fund.

(b) Commence Interpleader Action. Escrow Agent may, at its option and sole reasonable discretion, file an interpleader action in a court of competent jurisdiction and obtain an order from such court requiring the other parties hereto to interplead and litigate in such court all issues arising pursuant to this Escrow Agreement. STG and the Shareholders shall be jointly and severally liable for all reasonable costs and fees, including attorney's fees, incurred by Escrow Agent in connection with such an interpleader action, and further hereby consent to the court's entry of an award of such reasonable costs and fees in favor of the Escrow Agent as part of the interpleader action. The commencement of such an interpleader action by Escrow Agent shall release Escrow Agent, ipso facto, from any and all further obligations and duties arising pursuant to this Escrow Agreement.

5. Liability and Indemnification of Escrow Agent. The Parties hereto jointly and severally hold harmless and indemnify the Escrow Agent, its directors, officers, employees and agents from and against any and all obligations, liabilities, claims, suits, judgments, losses, damages, costs or expenses of any kind or nature, including without limitation reasonable attorneys' fees, which may be imposed on, incurred by, or asserted against the Escrow Agreement, the Escrow Agent or the Escrow Agent's duties hereunder, collectively or singularly, "claims." The foregoing indemnities shall survive the resignation of the Escrow Agent or the termination of this Escrow Agreement. To the extent the Escrow Agent is entitled to indemnification hereunder and such indemnification is not timely paid, the Parties agree that the Escrow Agent shall have --- and hereby grant the Escrow Agent --- a first lien for the payment of such expenses upon the Escrow Fund in the Escrow Account.

6. Notice. Any notices, requests, consents, waivers or other communications required or permitted to be given hereunder (a "Notice") shall be in writing and shall be deemed to have been given: (i) if personally delivered, upon delivery or refusal of delivery; (ii) if mailed or registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; (iii) if sent by Federal Express or comparable overnight courier service, upon delivery or refusal of delivery; or (iv) if by facsimile transmission with receipt confirmation. All notices, consents, waivers, or other communications required or permitted to be given hereunder shall be addressed to the respective party to whom such notice, consent, waiver or other communication relates at the following addresses:

(i) If to Pulaski Broadcasting, Inc.:

Hershel Lake
Pulaski Broadcasting, Inc.
308 West College Avenue
Pulaski, TN 38478
Telephone (931) 363-3544
Facsimile (931) 363-4319

With a copy to (which shall not constitute notice):

Robert S. Stone, Esq.
McC Campbell & Young, PC
P.O. Box 550
Knoxville, TN 37901-0550
Telephone (865) 637-1440
Facsimile (865) 546-9808

(ii) If to STG:

J. Michael Linn
Black Crow Media Group, LLC
126 West International Speedway Boulevard
Daytona Beach, FL 32114
Telephone: (386) 255-9300
Facsimile: (386) 255-8822

With a copy to (which shall not constitute notice):

David G. O'Neil, Esq.
Manatt, Phelps & Phillips, LLP
1501 M Street, NW
Suite 700
Washington, DC 20005
Telephone: (202) 955-3931
Facsimile: (202) 463-3494

Notice to the Escrow Agent in accordance with the terms of this paragraph shall be as follows:

Mr. William R. Home
First Farmers and Merchants Bank
P.O. Box 348
Pulaski, TN 38478
Telephone: (931) 363-3830
Facsimile: (931) 363-3065

Any notice sent to the Escrow Agent shall also be sent to the other Parties

6.1. Date of Notice, Action. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in the State of Tennessee, the last day for such notification, communication or action shall be extended to the first date thereafter which is not a Saturday, Sunday or such legal holiday.

7. Duties of Escrow Agent. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein, and no implied duties or obligations shall be read into this Escrow Agreement as against Escrow Agent.

8. Resignation of Escrow Agent. The Escrow Agent in its sole discretion may resign at any time and be discharged hereunder by giving ten (10) days prior written notice to the Parties hereto, which notice shall specify the date of such resignation. Such resignation shall take effect upon the expiration of such period, or upon the earlier appointment of a successor to the Escrow Agent. In the event the Parties fail to appoint a successor escrow agent or notify the Escrow Agent in writing of such appointment within such ten (10) day period, the Escrow Agent shall be deemed to be solely a custodian of the Escrow Account without further duties hereunder, and shall be entitled to petition a court of competent jurisdiction to appoint a successor escrow agent. Upon the appointment of a successor escrow agent by the Parties hereunder or by such court, the Escrow Agent's duties under this Escrow Agreement shall terminate.

9. Removal of Escrow Agent. STG and the Shareholders, by their mutual consent may remove Escrow Agent for any reason or for no reason at any time upon ten (10) business days' written notice to the Escrow Agent. Such removal shall take effect upon the expiration of such period. From and after the effective date of such removal, the Escrow Agent so removed shall have no obligation to perform any duties arising pursuant to this Escrow Agreement.

10. Limitation of Escrow Agent's Duties. (a) All Parties hereto acknowledge that the duties of the Escrow Agent hereunder are solely ministerial in nature, and have been requested for their convenience. The Escrow Agent shall not be deemed to be the agent of any party hereto, or to have any legal or beneficial interest in any of the Escrow Fund. The Parties agree that the Escrow Agent is a party to the Escrow Agreement only and has no duties or responsibilities in connection with any agreements related hereto. The Parties agree that the Escrow Agent shall not be liable for any act or omission taken or suffered in good faith with respect to this Escrow Agreement unless such act or omission is the result of the gross negligence or willful misconduct of the Escrow Agent.

(b) The Escrow Agent may consult with legal counsel and shall be fully protected and incur no liability relative to any action or inaction taken in good faith in accordance with the advice of such counsel. The Escrow Agent shall have no responsibility for determining the genuineness or validity of any certificate, document, notice, or other instrument or item presented

to or deposited with it, and shall be fully protected in acting in accordance with any written instruction given to it by any of the Parties hereto and reasonably believed by the Escrow Agent to have been signed by the proper representatives of such Parties.

(c) The Escrow Agent shall not be responsible for any losses relative to the investment or liquidation of the Escrow Principal, provided the Escrow Principal is invested or held in accordance with Section 2 above. The Escrow Agent further shall not be responsible for assuring that the Escrow Fund is sufficient for the disbursements contemplated under Section 3 above.

(d) The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent shall not be required to defend any legal proceedings that may be instituted against it with respect to this Escrow Agreement. At its sole discretion, if requested to do so in writing by any of the Parties hereto, Escrow Agent may institute legal proceedings if, prior to initiation of such lawsuit, it is indemnified by the requesting party to the satisfaction of the Escrow Agent against the cost and expense of such lawsuit, including without limitation the reasonable fees and expenses of its legal counsel. Upon the commencement of any action against or otherwise involving the Escrow Agent with respect to this Escrow Agreement, or upon advice of counsel under subsection (b) hereunder, the Escrow Agent shall be entitled to interplead the matter of this escrow into a federal court of competent jurisdiction in Tennessee and, in such event, the Escrow Agent shall be relieved of and discharged from any and all obligations and liabilities under this Escrow Agreement. In any such action, the Escrow Agent shall be entitled to the indemnities provided for in Section 5 above.

11. Governing Law. This Escrow Agreement shall be governed and interpreted in accordance with the laws of the State of Tennessee.

12. Expenses. The Parties jointly and severally agree that except as expressly provided in this Escrow Agreement, as among the Parties, all costs incurred by Escrow Agent as a result of any Claim, unless such is the result of the willful misconduct of the Escrow Agent as determined by a court of competent jurisdiction or arbitrator, shall be the responsibility of the Party, if any, whose actions or failure to act cause or give rise to such Claim. Otherwise, the Parties shall bear such costs jointly and severally. In the event of such Claim, in addition to reimbursement of expenses, the Escrow Agent shall be entitled to compensation at its standard hourly rates for its time expended in addressing such Claim, which costs shall be similarly allocated. Determination of the Party that is responsible for payment of the costs and expenses contained in this Section shall be determined by arbitration.

13. Assignment and Successor. Except as provided in Section 9 hereof, this Escrow Agreement shall not be assigned nor shall a successor escrow agent be designated without the written consent of the Parties, without which, such assignment or designation shall be void.

14. Conflict With Terms of Ameenment. If the terms of this Escrow Agreement conflict in any way with the terms of the Option Agreement, the terms of this Escrow Agreement shall govern.

15. Entire Agreement. This Escrow Agreement represents the entire agreement among the Parties on the matters set forth herein, and shall be binding upon the Parties and their respective successors and assigns.

16. Termination of Escrow Agreement. Upon such date that Escrow Agent has released the Escrow Fund pursuant to the terms of this Escrow Agreement, this Escrow Agreement shall terminate, and no party hereto shall have further obligations hereunder.

17. General. The section headings contained in this Escrow Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Escrow Agreement. The failure or delay of any party at any time or times to require a performance of any provisions hereof shall in no manner operate as a waiver or affect the right at a later time to enforce the same. No waiver by any party of any breach of any term contained in this Escrow Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any breach of any other term contained in this Escrow Agreement.

18. Counterparts. This Escrow Agreement may be signed in counterparts with the same force and effect as if the signatures to each were upon the same page. This Escrow Agreement shall be effective as of the date first written above.

19. Severability. Any provision of this Escrow Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. It is expressly understood, however, that the Parties hereto intend each and every provision of this Escrow Agreement to be valid and enforceable and hereby knowingly waive all rights to object to any provisions of this Escrow Agreement.

20. Modification. This Escrow Agreement may be amended, modified, superseded, or canceled, and any term herein waived only by a written instrument executed by the Escrow Agent and Parties hereto.

21. No Party Deemed Drafter. No party will be deemed the drafter of the Escrow Agreement and if the Escrow Agreement is construed by a court of law such court should not construe the Escrow Agreement or any provision against any party as its drafter.

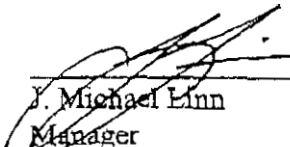
IN WITNESS WHEREOF, the Parties have caused the Escrow Agreement to be executed on the date first above written.

STG MEDIA, LLC

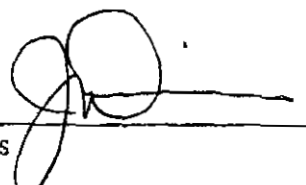
By: Black Crow Media Group, LLC
Manager



Witness



J. Michael Linn
Manager



Witness

10/15/02

Date

**SHAREHOLDERS OF PULASKI
BROADCASTING, INC.**

Witness

By: _____
S. Hershel Lake

Witness

Date

By: _____
Geraldine Vaughn Lake

Witness

Date

IN WITNESS WHEREOF, the Parties have caused the Escrow Agreement to be executed on the date first above written

STG MEDIA, LLC

By: Black Crow Media Group, LLC
Manager

Witness

J. Michael Linn
Manager

Witness

Date

**SHAREHOLDERS OF PULASKI
BROADCASTING, INC.**

Geraldine V. Lake
Witness

By:

S. Hershel Lake
S. Hershel Lake

David C. Lake
Witness

Date

10-14-02

S. Hershel Lake

By:

Geraldine Vaughn Lake
Geraldine Vaughn Lake

David C. Lake
Witness

Date

10-14-02

✓ Steven C. Lake
Witness

✓ By: Steven C. Lake
Steven C. Lake

✓ Kisha L. Murphy
Witness

✓ 10/14/02
Date

Witness

By: _____
David C. Lake

Witness

Date

ESCROW AGENT

FIRST FARMERS AND MERCHANTS BANK

Witness

By: _____

Witness

Date

30140945.1

Witness


By: _____
Steven C. Lake


Witness

Date


Witness

By: 
David C. Lake


Witness


Date 10-14-02

ESCROW AGENT

FIRST FARMERS AND MERCHANTS BANK

Witness

By: _____

Witness

Date

30143545.1

Witness

By: _____
Steven C. Lake

Witness

Date

Witness

By: _____
David C. Lake

Witness

Date

ESCROW AGENT

FIRST FARMERS AND MERCHANTS BANK

Marsha F. Sutton
Witness

By: William R. Nason
BUSINESS DEVELOPMENT OFFICER

W. Gary Harrin
Witness

OCT. 15, 2002
Date

30140945.1

Exhibit B
Colonial Bank Escrow Agreement

COLONIAL BANK ESCROW AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into as of this 11th day of October, 2002, by and among by and among STG Media, a Florida limited liability Company ("STG"), and S. Hershel Lake, Geraldine Vaughn Lake, Steven C. Lake, and David C. Lake (collectively, the "Shareholders"), who constitute all of the Shareholders of Pulaski Broadcasting, Inc. a Tennessee, corporation ("PBI"), (collectively, the "Parties") and Colonial Bank, Daytona Beach, Florida (the "Escrow Agent").

WITNESSETH

WHEREAS, STG, the Shareholders and PBI have entered into an Option Agreement concurrent with this Escrow Agreement pursuant to which The Shareholders have given STG an Option to purchase the shares of PBI, licensee of FM Radio Broadcast Station WKSJ, 98.3 MHz, Facility Identification Number 53875;

WHEREAS, one of the conditions of the Option Agreement requires the Shareholders to deposit certain sums with the Escrow Agent; and

WHEREAS, STG, the Shareholders and PBI desire that the Escrow Agent hold, subject to this Escrow Agreement, certain monies in escrow.

A G R E E M E N T S

NOW, THEREFORE, in consideration of the respective representations, warranties, agreements, mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and Escrow Agent, intending to be legally bound, agree as follows:

1. Appointment of Escrow Agent. The Parties designate and appoint Colonial Bank to act as Escrow Agent, and such Escrow Agent hereby accepts such appointment on the terms and conditions hereof.

2. Deposit of Funds, The Shareholders shall deposit with the Escrow Agent the sum of Fifty Thousand Dollars (\$50,000.00) ("Escrow Principal") within five (5) business days after execution of this Escrow Agreement, by wire transfer from the Shareholders to the Escrow Agent. The Escrow Principal shall be deposited into an interest bearing account, including, but not limited to, a money market mutual fund operated and administered by the Escrow Agent.

3. Procedures for Disposition of Funds. The Parties do hereby agree that the Escrow Agent shall not release any of the Escrow Principal, including the interest or earnings thereon (the "Escrow Fund"), except as follows:

(a) Upon receipt by Escrow Agent of written instructions signed by both Parties which directs the Escrow Agent to disburse the Escrow Fund in accordance with such instructions.

(b) Upon receipt of written instructions from the Shareholders notifying the Escrow Agent that STG is in default of the Agreement and authorizing disbursement as detailed herein, Escrow Agent shall disburse the Escrow Fund, by cashier's check or wire transfer to the Shareholders.

(c) Upon receipt of written instructions from STG notifying the Escrow Agent that the Shareholders are in default of the Agreement and authorizing disbursement as detailed herein, Escrow Agent shall disburse the Escrow Fund, by cashier's check or wire transfer to STG.

(d) Manner of Requesting Disposition of the Escrow Fund. No party hereto shall request any disposition of the Escrow Fund except in a writing to the Escrow Agent, a copy of which shall be simultaneously delivered by the requesting party to the other Party hereto by a means no slower than the means by which the writing was delivered to the Escrow Agent. Such delivery to the other Party shall be certified by the requesting Party to the Escrow Agent in its request for disposition of the Escrow Fund.

(e) Objections. If any party hereto upon receipt of notice that another party hereto has requested that any of the Escrow Fund be released from escrow, objects to such request, the objecting party shall deliver written notice of such objection to the Escrow Agent and to the other party hereto for delivery not later than ten (10) business days after the Escrow Agent received the request for release of such Escrow Fund. Such objection shall be handled by the Escrow Agent in accordance with Section 4 below. In the event that Escrow Agent receives no objection within such ten (10) business day period, then the Escrow Agent shall release the Escrow Fund as requested.

4. Conflicting Requests. In the event that Escrow Agent receives conflicting requests, notices, objections or instructions from STG and the Shareholders with respect to any matter governed by this Escrow Agreement, Escrow Agent, in its discretion, may do either or both of the following:

(a) Cease Further Performance. Escrow Agent may immediately cease further performance of this Escrow Agreement, other than the duty to maintain the Escrow Fund.

(b) Commence Interpleader Action. Escrow Agent may, at its option and sole reasonable discretion, file an interpleader action in a court of competent jurisdiction and obtain an order from such court requiring the other parties hereto to interplead and litigate in such court all issues arising pursuant to this Escrow Agreement. STG and the Shareholders shall be jointly and severally liable for all reasonable costs and fees, including attorney's fees, incurred by Escrow Agent in connection with such ~~an~~ interpleader action, and further hereby consent to the court's entry of an award of such reasonable costs and fees in favor of the Escrow Agent as part of the interpleader action. The commencement of such an interpleader action by Escrow Agent shall release Escrow Agent, ipso facto, from any and all further obligations and duties arising pursuant to this Escrow Agreement.

5. Liability and Indemnification of Escrow Agent. The Parties hereto jointly and severally hold harmless and indemnify the Escrow Agent, its directors, officers, employees and agents from and against any and all obligations, liabilities, claims, suits, judgments, losses, damages, costs or expenses of any kind or nature, including without limitation reasonable attorneys' fees, which may be imposed on, incurred by, or asserted against the Escrow Agreement, the Escrow Agent or the Escrow Agent's duties hereunder, collectively or singularly, "claims." The foregoing indemnities shall survive the resignation of the Escrow Agent or the termination of this Escrow Agreement. To the extent the Escrow Agent is entitled to indemnification hereunder and such indemnification is not timely paid, the Parties agree that the Escrow Agent shall have --- and hereby grant the Escrow Agent --- a first lien for the payment of such expenses upon the Escrow Fund in the Escrow Account.

6. Notice. Any notices, requests, consents, waivers or other communications required or permitted to be given hereunder (a "Notice") shall be in writing and shall be deemed to have been given: (i) if personally delivered, upon delivery or refusal of delivery; (ii) if mailed or registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; (iii) if sent by Federal Express or comparable overnight courier service, upon delivery or refusal of delivery; or (iv) if by facsimile transmission with receipt confirmation. All notices, consents, waivers, or other communications required or permitted to be given hereunder shall be addressed to the respective party to whom such notice, consent, waiver or other communication relates at the following addresses:

(i) If to Pulaski Broadcasting, Inc.:

Hershel Lake
Pulaski Broadcasting, Inc.
308 West College Avenue
Pulaski, TN 38478
Telephone: (931) 363-3544
Facsimile: (931) 363-4319

With a copy to (which shall not constitute notice):

Robert S. Stone, Esq.
McC Campbell & Young, PC
P.O. Box 550
Knoxville, TN 37901-0550
Telephone: (865) 637-1440
Facsimile: (865) 546-9808

(ii) If to STG:

J. Michael Linn
Black Crow Media Group, LLC
126 West International Speedway Boulevard
Daytona Beach, FL 32114
Telephone: (386) 255-9300
Facsimile: (386) 255-8822

With a copy to (which shall not constitute notice):

David G. O'Neil, Esq.
Manatt, Phelps & Phillips, LLP
1501 M Street, NW
Suite 700
Washington, DC 20005
Telephone: (202) 955-3931
Facsimile: (202) 463-4394

Notice to the Escrow Agent in accordance with the terms of this paragraph shall be as follows:

William W. McCracken
Senior Vice President
Colonial Bank
1899 S. Clyde Moms Boulevard
Daytona Beach, FL 32119
Telephone: (386) 761-5111
Facsimile: (386) 763-9694

Any notice sent to the Escrow Agent shall also be sent to the other Parties.

6.1. Date of Notice. Action. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in the State of Florida, the last day for such notification, communication or action shall be extended to the first date thereafter which is not a Saturday, Sunday or such legal holiday.

7. Duties of Escrow Agent. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein, and no implied duties or obligations shall be read into this Escrow Agreement as against Escrow Agent.

8. Resignation of Escrow Agent. The Escrow Agent in its sole discretion may resign at any time and be discharged hereunder by giving ten (10) days prior written notice to the Parties hereto, which notice shall specify the date of such resignation. Such resignation shall take effect upon the expiration of such period, or upon the earlier appointment of a successor to the Escrow Agent. In the event the Parties fail to appoint a successor escrow agent or notify the Escrow Agent in writing of such appointment within such ten (10) day period, the Escrow Agent shall be deemed to be solely a custodian of the Escrow Account without further duties hereunder, and shall be entitled to petition a court of competent jurisdiction to appoint a successor escrow agent. Upon the appointment of a successor escrow agent by the Parties hereunder or by such court, the Escrow Agent's duties under this Escrow Agreement shall terminate.

9. Removal of Escrow Agent. STG and the Shareholders, by their mutual consent may remove Escrow Agent for any reason or for no reason at any time upon ten (10) business days' written notice to the Escrow Agent. Such removal shall take effect upon the expiration of such period. From and after the effective date of such removal, the Escrow Agent so removed shall have no obligation to perform any duties arising pursuant to this Escrow Agreement.

10. Limitation of Escrow Agent's Duties. (a) All Parties hereto acknowledge that the duties of the Escrow Agent hereunder are solely ministerial in nature, and have been requested for their convenience. The Escrow Agent shall not be deemed to be the agent of any party hereto, or to have any legal or beneficial interest in any of the Escrow Fund. The Parties agree that the Escrow Agent is a party to the Escrow Agreement only and has no duties or responsibilities in connection with any agreements related hereto. The Parties agree that the Escrow Agent shall not be liable for any act or omission taken or suffered in good faith with respect to this Escrow Agreement unless such act or omission is the result of the gross negligence or willful misconduct of the Escrow Agent.

(b) The Escrow Agent may consult with legal counsel and shall be fully protected and incur no liability relative to any action or inaction taken in good faith in accordance with the advice of such counsel. The Escrow Agent shall have no responsibility for determining the genuineness or validity of any certificate, document, notice, or other instrument or item presented

to or deposited with it, and shall be fully protected in acting in accordance with any written instruction given to it by any of the Parties hereto and reasonably believed by the Escrow Agent to have been signed by the proper representatives of such Parties.

(c) The Escrow Agent shall not be responsible for any losses relative to the investment or liquidation of the Escrow Principal, provided the Escrow Principal is invested or held in accordance with Section 2 above. The Escrow Agent further shall not be responsible for assuring that the Escrow Fund is sufficient for the disbursements contemplated under Section 3 above.

(d) The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent shall not be required to defend any legal proceedings that may be instituted against it with respect to this Escrow Agreement. At its sole discretion, if requested to do so in writing by any of the Parties hereto, Escrow Agent may institute legal proceedings if, prior to initiation of such lawsuit, it is indemnified by the requesting party to the satisfaction of the Escrow Agent against the cost and expense of such lawsuit, including without limitation the reasonable fees and expenses of its legal counsel. Upon the commencement of any action against or otherwise involving the Escrow Agent with respect to this Escrow Agreement, or upon advice of counsel under subsection (b) hereunder, the Escrow Agent shall be entitled to interplead the matter of this escrow into a federal court of competent jurisdiction in Florida and, in such event, the Escrow Agent shall be relieved of and discharged from any and all obligations and liabilities under this Escrow Agreement. In any such action, the Escrow Agent shall be entitled to the indemnities provided for in Section 5 above.

11. Governing Law. This Escrow Agreement shall be governed and interpreted in accordance with the laws of the State of Florida.

12. Exoenses. The Parties jointly and severally agree that except as expressly provided in this Escrow Agreement, as among the Parties, all costs incurred by Escrow Agent as a result of any Claim, unless such is the result of the willful misconduct of the Escrow Agent as determined by a court of competent jurisdiction or arbitrator, shall be the responsibility of the Party, if any, whose actions or failure to act cause or give rise to such Claim. Otherwise, the Parties shall bear such costs jointly and severally. In the event of such Claim, in addition to reimbursement of expenses, the Escrow Agent shall be entitled to compensation at its standard hourly rates for its time expended in addressing such Claim, which costs shall be similarly allocated. Determination of the Party that is responsible for payment of the costs and expenses contained in this Section shall be determined by arbitration.

13. Assignment and Successor. Except as provided in Section 9 hereof, this Escrow Agreement shall not be assigned nor shall a successor escrow agent be designated without the written consent of the Parties, without which, such assignment or designation shall be void.

14. Conflict With Terms of Agreement. If the terms of this Escrow Agreement conflict in any way with the terms of the Option Agreement, the terms of this Escrow Agreement shall govern.

15. Entire Agreement. This Escrow Agreement represents the entire agreement among the Parties on the matters set forth herein, and shall be binding upon the Parties and their respective successors and assigns.

16. Termination of Escrow Agreement. Upon such date that Escrow Agent has released the Escrow Fund pursuant to the terms of this Escrow Agreement, this Escrow Agreement shall terminate, and no party hereto shall have further obligations hereunder.

17. General. The section headings contained in this Escrow Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Escrow Agreement. The failure or delay of any party at any time or times to require a performance of any provisions hereof shall in no manner operate as a waiver or affect the right at a later time to enforce the same. No waiver by any party of any breach of any term contained in this Escrow Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any breach of any other term contained in this Escrow Agreement.

18. Counterparts. This Escrow Agreement may be signed in counterparts with the same force and effect as if the signatures to each were upon the same page. This Escrow Agreement shall be effective as of the date first written above.

19. Severability. Any provision of this Escrow Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. It is expressly understood, however, that the Parties hereto intend each and every provision of this Escrow Agreement to be valid and enforceable and hereby knowingly waive all rights to object to any provisions of this Escrow Agreement.

20. Modification. This Escrow Agreement may be amended, modified, superseded, or canceled, and any term herein waived only by a written instrument executed by the Escrow Agent and Parties hereto.

21. No Party Deemed Drafter. No party will be deemed the drafter of this Escrow Agreement and if this Escrow Agreement is construed by a court of law such court should not construe this Escrow Agreement or any provision against any party as its drafter.

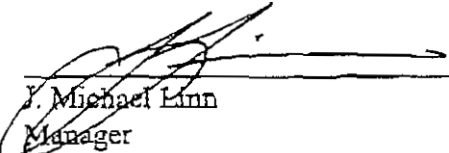
IN WITNESS WHEREOF, the Parties have caused the Escrow Agreement to be executed on the date first above written.

STG MEDIA, LLC

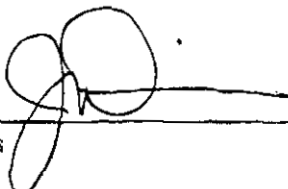
By: Black Crow Media Group, LLC
Manager



Witness



J. Michael Linn
Manager



Witness

10/15/02

Date

**SHAREHOLDERS OF PULASKI
BROADCASTING, INC.**

Witness

By: _____
S. Hershel Lake

Witness

Date

By: _____
Geraldine Vaughn Lake

Witness

Date

IN WITNESS WHEREOF, the Parties have cawed this Escrow Agreement to be executed on the date first above written

STG MEDIA, LLC

By: Black Crow Media Group, LLC
Manager

Witness

J. Michael Linn
Manager

Witness

Date

**SHAREHOLDERS OF PULASKI
BROADCASTING, INC.**

Geraldine V. Lake
Witness

By: S. Hershel Lake
S. Hershel Lake

David Cable
Witness

10-14-02
Date

Geraldine Vaughn Lake

By: Geraldine Vaughn Lake
Geraldine Vaughn Lake

David Cable
Witness

10-14-02
Date

Steven C. Lake
Witness

✓ By: Steven C. Lake
Steven C. Lake

✓ Kisha Murphy
Witness

✓ 10/14/02
Date

Witness

By: _____
David C. Lake

Witness

Date

ESCROW AGENT

COLONIAL BANK

Witness

By: _____

Witness

Date

Witness

By: _____

Steven C. Lake

Witness

Date

Steven C. Lake
Witness

By: _____

David C. Lake
David C. Lake

Heraline V. Lake
Witness

Date

10-14-02

ESCROW AGENT

COLONIAL BANK

witness

By: _____

Witness

Date

Witness

By: _____
Steven C. Lake

Witness

Date

Witness

By: _____
David C. Lake

Witness

Date

ESCROW AGENT
COLONIAL BANK

By: _____

Date

Witness

Joan M. Wilms
Joan M. Wilms

10/15/02

Exhibit 2

30139267.3

Declaration of Hershel Lake

Under the penalty **of** perjury, I, Hershel Lake, a principal of Pulaski Broadcasting, Inc. ("PBI"), hereby declare as follows:

Pursuant to the Option Agreement between STG Media, LLC ("STG Media") and the shareholders of PBI dated October 11, 2002, STG Media requests rescission **of** the allotment of Channel 278A to New Hope, Alabama, so that the mutually exclusive allotment of Channel 252C1 may be made to Ardmore, Alabama and the license of WKSR-FM modified to operate in Ardmore accordingly.

Neither PBI nor its officers, directors, shareholders, agents or employees ("Principals"), have received or will receive any money or other consideration in exchange for the withdrawal of STG Media's expression **of** interest and the relocation of WKSR-FM to Ardmore;

No consideration of any kind has been received or promised in exchange for the withdrawal **of** STG Media's expression or interest;

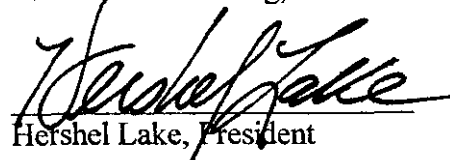
Neither PBI nor its Principals seek any reimbursement for expenses incurred in MM Docket 01-62; and

No oral agreement related to the dismissal or withdrawal of the expression of interest exists between STG Media and PBI.

PBI and its Principals agree, and stand ready, **willing** and able to reimburse the licensee of Station WKEA, Scottsboro, Alabama for the reasonable costs of changing frequencies to accommodate the reallocation of FM Channel 252 from Pulaski, Tennessee FM Channel 252A to Ardmore, Alabama 252C1.

Pulaski Broadcasting, Inc.

By:


Hershel Lake, President

Date: 10-14-02

Declaration of Steven J. Shelton

Under the penalty of perjury, I, Steven J. Shelton, a principal of STG Media, LLC ("STG Media"), hereby states as follows:

STG Media, the sole proponent of the allotment of Channel 278A to New Hope, Alabama, hereby withdraws its expression of interest in the allotment because STG Media does not currently intend to file an application for that channel when it becomes available for auction.

Pursuant to the Option Agreement between STG Media and the shareholders of Pulaski Broadcasting, Inc. ("PBI") dated October 11, 2002, STG Media requests rescission of the allotment of Channel 278A to New Hope, Alabama, so that the mutually exclusive allotment of Channel 252C1 may be made to Ardmore, Alabama and the license of WKSJ-FM modified to operate in Ardmore accordingly.

Neither STG Media nor its officers, directors, shareholders, agents, or employees ("Principals") have received or will receive any money or other consideration in exchange for the withdrawal of STG Media's expression of interest and the relocation of WKSJ-FM to Ardmore;

No consideration of any kind has been received or promised in exchange for the withdrawal of STG Media's expression or interest; and neither STG Media nor its Principals seek any reimbursement for expenses incurred in MM Docket 01-62; and

No oral agreement related to the dismissal or withdrawal of the expression of interest exists between STG Media and PBI.

STG Media and its Principals agree, and stand ready, willing and able to reimburse the licensee of Station WKEA, Scottsboro, Alabama for the reasonable costs of changing the station's frequencies to accommodate the reallocation of FM Channel 252A from Pulaski, Tennessee to FM Channel 252C1 in Ardmore, Alabama and the modification of facilities for WKSJ-FM accordingly.

STG Media, LLC

By: _____

Steven J. Shelton

Its: _____

Date: _____

10/14/02

CERTIFICATE OF SERVICE

I, **Joan A. Carr**, of the law ~~firm~~ of Manatt, Phelps & Phillips, LLP, do hereby certify that on this the 15th day of October, 2002, I caused copies of the foregoing "Petition for Reconsideration and Joint Request For Approval of Option Agreement" to be placed in the U.S. Postal Service, first class postage prepaid, or hand delivered (as indicated below), addressed to the following persons:

*John Karousos

Allocations Branch
Policy and Rules Division
Mass Media Bureau
Federal Communications
Commission
445 12th Street, SW
Washington, DC 20554

*Robert Hayne

Federal Communications
Commission
Mass Media Bureau
445 12th Street, SW
Washington, DC 20554

Mark N. Lipp, Esq.
Shook, Hardy & Bacon
600 14th Street, NW
Suite 800
Washington, DC 20005

Gregory L. Masters, Esq.
Wiley, Rein & Fielding
1776 K Street, NW
Washington, DC 20006

Station WACR(FM)
T&W Communications, Inc.
P.O. Box 1078
Columbus, MS 39703

James L. Winston, Esq.
Rubin Winston Diercks Harris &
Cooke
1333 New Hampshire Avenue, NW
10th Floor
Washington, D.C. 20036

Station WKXM
Ad-Media Corporation
P.O. Box 08
Winfield, AL 35594

J. Scott Johnson, Esq.
Gardner Carton & Douglas
1301 K Street, N.W.
East Tower
Suite 900
Washington, D.C. 20005-3317

Station WKEA-FM
KEA Radio, Inc.
P.O. Box 966
Scottsboro, AL 35768

Station WKSR
Pulaski Broadcasting, Inc.
P.O. Box 738
Pulaski, TN 38478

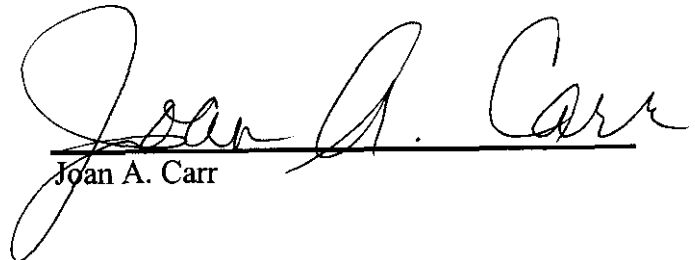
Robert Stone, Esq.
McC Campbell & Young
P.O. Box 550
Knoxville, TN 37901-0550

Ellen Mandell Edmundson, Esq.
Smithwick & Belendiuk, P.C.
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Veronica D. McLaughlin, Esq.
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Law Offices of Lauren Colby
10E. Fourth Street
Frederick, MD 21705-0113



Joan A. Carr